

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 23-61203-CIV- SINGHAL

THE SMILEY COMPANY SPRL,

Plaintiff,

v.

THE INDIVIDUALS, PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A,"

Defendants.

DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE is before the Court following the Court's Order (DE [115]) granting Plaintiff's Motion for Entry of Final Default Judgment Against Defendants. In accordance with Federal Rule of Civil Procedure 58(a), the Court enters this separate final judgment. Accordingly, it is hereby

ORDERED AND ADJUDGED that Final Default Judgment is entered in favor of Plaintiff, The Smiley Company SPRL ("Plaintiff"), and against Defendants, The Individuals, Partnerships and Unincorporated Associations identified on Schedule "A" hereto (collectively, "Defendants¹") as follows:

¹ The defaulting defendants subject to this Order can be found in Schedule A to Final Default Judgment. (DE [116-1]) and on Schedule A of this order.

1. Permanent Injunctive Relief:

Defendants and their officers, agents, representatives, servants, employees, subsidiaries, distributors, and all persons acting in concert and participation with Defendants are hereby permanently restrained and enjoined from:

- a. promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing the Plaintiff's trademarks, or any confusingly similar trademarks identified in Paragraph 25 of the Complaint (the "Smiley Marks") (DE [1]);
- b. using any reproduction, counterfeit, copy, derivative, or colorable imitation of the copyrighted works identified in Paragraph 32 of the Complaint (the "Copyrighted Works");
- c. using the Smiley Marks or Copyrighted Works in connection with the sale of any unauthorized goods;
- d. using any logo, and/or layout which may be calculated to falsely advertise the services or products of the Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with the Plaintiff;
- e. falsely representing themselves as being connected with the Plaintiff, through sponsorship or association
- f. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of the Defendants are in any way endorsed by, approved by, and/or associated with the Plaintiff;
- g. using any reproduction, counterfeit, copy, or colorable imitation of the Smiley Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by the Defendants;
- h. affixing, applying, annexing, or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by the Defendants as being those of the Plaintiff or in any way endorsed by the Plaintiff;
- i. otherwise unfairly competing with Plaintiff;
- j. using the Smiley Marks, or any confusingly similar trademarks, or the Copyrighted Works, or any substantially similar works, on e-commerce marketplace sites, domain name extensions, metatags or

other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and from any other form of use of such terms which are visible to a computer user or serves to direct computer searches to e-commerce stores, websites, and/or Internet businesses registered, owned, or operated by the Defendants; and

- k. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

2. Additional Equitable Relief

- a. Upon the Plaintiff's request, the Internet marketplace website operators and/or administrators for the Internet based e-commerce stores operating under the seller identification names identified on Schedule "A" hereto (the "Seller IDs"), including but not limited to AliExpress, Alipay, Dhgate, Dhpay, Joom, Wish, Wishpay, Amazon, Amazon Pay, eBay, Etsy, and/or Taobao, shall permanently remove any and all listings and associated images of goods bearing counterfeits and/or infringements of the Smiley Marks or Copyrighted Works via the e-commerce stores operating under the Seller IDs, and any other listings and images of goods bearing counterfeits and/or infringements of the Smiley Marks or Copyrighted Works associated with the same sellers or linked to any other alias seller identification names or e-commerce stores being used and/or controlled by the Defendants to promote, offer for sale and/or sell goods bearing counterfeits and/or infringements of the Smiley Marks or Copyrighted Works; and;
- b. Upon the Plaintiff's request, any Internet marketplace website operator and/or administrator who is in possession, custody, or control of the Defendants' goods bearing one or more of the Smiley Marks or Copyrighted Works, including but not limited to Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform, DHgate.com, eBay Inc., SIA Joom, which operates the Joom.com platform, and ContextLogic, Inc., which operates the Wish.com platform, shall permanently cease fulfillment of and sequester those goods, and surrender the same to the Plaintiffs.

3. Statutory damages in favor of Plaintiff under 15 U.S.C. § 1117(c):

- a. Award the Plaintiff damages of \$30,000.00 against each Defendant, for which let execution issue, based upon the Court's finding that the Defendants willfully infringed at least one trademark on one type of good. The Court considered both the willfulness of the Defendants'

conduct and the deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range under 15 U.S.C. § 1117(c).

- b. Award the Plaintiff damages of \$25,000 against each Defendant, for which let execution issue, based upon the Court's finding that the Defendants willfully infringed at least one registered copyright. The deterrent value of the award imposed, and the award amount falls within the permissible statutory range under 17 U.S.C. § 504(c).
4. All funds currently restrained or held on account for all the Defendants by all financial institutions, payment processors, bank, escrow services, money transmitters, or marketplace platforms, including but not limited to, Alibaba.com Hong Kong Limited, which operates the AliExpress.com platform ("AliExpress"), Zhejiang Ant Small and Micro Financial Services Group Co., Ltd. ("Ant Financial Services"), Alipay (China) Internet Technology Co. Ltd. and Alipay.com Co., Ltd. (collectively, "Alipay"), Worldpay US, Inc. ("Worldpay"), Dunhuang Group which operates the DHgate.com and DHPay.com platforms, Camel FinTech Inc, SIA Joom, which operates the Joom.com platform ("Joom"), and PayPal, Inc. ("PayPal"), and their related companies and affiliates, are to be immediately (within 5 business days) transferred by the previously referred to financial institutions, payment processors, bank, escrow services, money transmitters, or marketplace platforms and by the Defendants, to the Plaintiff and/or the Plaintiff's counsel in partial satisfaction of the monetary judgment entered herein against each Defendant. All financial institutions, payment processors, bank, escrow services, money transmitters, or marketplace platforms, including but not limited to AliExpress, Alipay, Dhgate, Dhpay, Joom, Wish, Wishpay, Amazon, Amazon Pay, eBay, Etsy,

and/or Taobao, and their related companies and affiliates, shall provide to the Plaintiff at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) total funds released per Defendant to the Plaintiff.

5. Interest from the date this action was filed shall accrue at the legal rate. See 28 U.S.C. § 1961.
6. The bond posted by Plaintiff in the amount of \$10,000.00 is ordered released by the Clerk of Court.
7. The Court retains jurisdiction to enforce this Judgment and permanent injunction.
8. Plaintiff is ordered to serve a copy of this Order upon Defendants by providing the address to Plaintiff's designated serving notice website to Defendants via the e-mail addresses provided by that Defendant as part of the data related to its domain name, including customer service e-mail addresses and onsite contact forms, or via the registrars of record for the domain names; and by publicly posting a true and accurate copy of this Order on Plaintiff's designating service notice website appearing at <https://www.dropbox.com/scl/fo/sefaaeo184kgzl5vndtb/h?dl=0&rlkey=k6ihu9whudejodx2m10ride8d>.
9. The Clerk of Court is directed to **CLOSE** this case and **DENY AS MOOT** any pending motions.

10. To the extent not otherwise disposed of, all deadlines are **TERMINATED**.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 19th day of December 2023.



RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished to counsel of record via CM/ECF

SCHEDULE A TO MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT²

Def. No.	Defendant Name	Email Address
5	AgnesBJones	zhibei12056@163.com;
6	Agnese Aruma	agnese.ar@gmail.com;
8	AiLike	ailike-us@outlook.com;
12	AJG Global Shop	cyh1231124@163.com;
24	Anghcng	1460495640@qq.com;
27	anqingpaxiudianzishangwuyouxiangongsi	lileiyao585652@163.com;
32	aowangde	yidunnailv@163.com;
34	ARETIS	cblljgcyotp717@sina.com;
46	Baibang	nakobo99@outlook.com;
50	BalaBala Jewelry	shijinzi2020@163.com;
54	baoya	a13639882640@outlook.com ;
56	BDANA	tysj0224@outlook.com;
72	BULA THI	builammchithien@gmail.com;
89	chansyee	ymxmaohua@163.com;
90	chaotewEIFangmao	kongyichen699278@163.com ;
95	chengduguofeiYangshangmaoyouxiangongsi	vohaiphuong92730@gmail.com;
97	CHENH JUN XIANG	18688015523@163.com;
112	ciqinhdfsad	mi61201481@163.com;
116	CloudchiaUS	cloudchia2022@gmail.com;
121	Congcongshop	congcongsm123@163.com;
123	Cool Trendy	chenxuanyi2021@163.com;
134	dajudaju	1317545960@qq.com;
137	danzhoushihuojieguishangmaoyouxiangongsi	qiu910chihanrecan@126.com ;
138	Dao_Store	culegatordemere@mail.ru;
147	DIMPLES	helloouyang2021@163.com;
148	dinganjianluqianshangmaoyouxiangongsi4121	lvflzj@163.com;
149	DIYSOPRJOOM	anhuxintao@163.com;
164	EFT Shop	amazonerum10@gmail.com;
182	Fekicent	allenchen19930311@gmail.com;
183	fengniaomaoyi123	zuolikeji2022@163.com;
184	fengweinuo	jackycheung0627@outlook.com;

² Schedule A conforms to (DE [116]), Plaintiff's Notice of Compliance with the Court's December 15, 2023, order to identify all remaining Defendants in this action and who will be subject to this Order.

185	FFJGO	foxfxl888@outlook.com;
193	foshanshishundequdifengdianshangyouxian gongsi	zhouxunyan695188@163.com;
194	FRA GRA	thaophuongnguyen462@gmail.com;
197	fuhjting	j0j5g1@sina.com;
205	GAOCOI	hoangtamusd@gmail.com;
211	Gemyth	qingcheng2021@126.com;
213	gengqianyan	xianshidi@outlook.com;
218	GLORYMOND Official	meixiangbaihuo1@outlook.com;
222	Goon-US	annamito8866@163.com;
226	guangzhoushidoufudianzishangwuyouxiang ongsi	liulianqing730213@163.com;
227	guangzhouweiyishangmaoyouxiangongsi	cai888521@outlook.com;
228	guanjal55548	guanjal55548@outlook.com;
229	guanjiiedfssdf	ranpo56638@163.com;
235	GUTESI	huissshui168@163.com;
236	haikouyutingshangmaoyouxiangongsi	angsai1983217ylc@163.com;
238	HanDesigns	huynhhan.csteam4bros@gmail.com;
241	HeBeiKangPanDianZiKeJiYouXianGongSi2 35235Dian	re743huanpai@163.com;
242	Hefei Yize	meteor1005@outlook.com;
247	HeyLab	962640357@qq.com;
251	Hikuality	brianzhou2010@aliyun.com;
253	HISPEED	wu13795856121@163.com;
254	hitinghunbmy	shitinghuiwangs@outlook.com;
260	hongqiugui	57098809@qq.com;
267	HuangWeiYuanUS	huangweiyuan1@outlook.com;
269	huibiaoll	huibiaoll123@163.com;
271	huiphong	3269917614@qq.com;
278	hzsmeiguo	hzsmeiguo1@163.com;
282	Ivyhomestar	ivyhome01@163.com;
288	JCHENC	jinghuang053k@126.com;
292	JEMUZEWEL	muzejewelryus@126.com;
295	Jiaxuan grocery store	kjx0412@163.com;
297	Jingnan Jewelry	jinan2023@hotmail.com;
306	jhhzzp1	ayanamireina@163.com;
324	KIITUMG	ssftyusq@163.com;

325	KIMOANHHP	kimoanhbuithii24@gmail.com ;
329	KKLUU	gurao111539@163.com;
331	koleso	ishanqao@gmail.com;
334	KRANNAVEE	krannavee1974@gmail.com;
335	kungfu fitness direct	ruiruisa532@163.com;
337	La Feng Long	qi887799@163.com;
343	lcxmybhd	m13835694587@163.com;
353	LiJiaXinDeDian	shoush724087@163.com;
356	LINGSHANGKEJI	2248019059@qq.com;
357	Linh appwatch	linhcao98az456@gmail.com;
363	liubogongsi	c13927438087@163.com;
365	liudaohang	liudaohang6603@outlook.com;
367	LiuXinYuLiuXinYu	yongzo71853@163.com;
368	liyingdianfa	liyingdcscfghfghyui@outlook.com;
369	LJWEN	khascyahus@163.com;
370	Illffing	lxufang2022@163.com;
371	L-MING	ytamazing01@163.com;
372	Logoer	hxiaschool@163.com;
378	LoyJoy	nguyenthihanh.hanhht@gmail.com;
382	lucky E	xinguanwei11627@163.com;
384	LUOBU	luobu12311@outlook.com;
385	LUYANGSHOP	laidongdong1206@126.com;
390	M I GENIUS	rattahightc@yahoo.com;
395	MANN PHUONG SHOP	ngothixuanp@gmail.com;
401	MIALAR	jierui2020best@163.com;
404	Min Hi	tranhieu.amz@gmail.com;
408	MOLI Store	15138925571@163.com;
412	moonsole	17334699970@163.com;
420	N D Jewels	ndjewels6777@gmail.com;
434	NILD	gaocuihongus@163.com;
437	Nolako	zabolotna322@gmail.com;
439	nyequzelinuodianzichanpinxiaoshouchan	umc080206@163.com;
443	ONCEX	paijoyruckchad@gmail.com;
469	qianjindian	gzqj1991@163.com;
471	qingmuhedianzi	fuhoclt@163.com;
477	Quanzhoushiweiteerdianzishangwuyouxiangongsi	352146817@qq.com;
478	QUELLE TATTOO	quelletattoo@hotmail.com;
480	QZHANG	yqz2ms1hhh8008@163.com;
483	Renguangxing Shop	bufan123123@126.com;

484	ResinDIY	readforaz@hotmail.com;
490	rtngl	3462437782@qq.com;
495	Sanydanc	yungxi2022@163.com;
496	SanYi	sanyishangmao@outlook.com;
497	Saptuba	1114165747@qq.com;
498	Screaming Ranngers	naineshraithatha99@gmail.com;
499	shanxihongjinrongshuangshangmaoyouxian gongsi	yaos637850@163.com;
508	shuofengshangmaoyouxiangongsi	wangmengjiexxx@163.com;
509	silverhub14	sales.silverhub14@gmail.com ;
511	sixintongxin	sixin2020@163.com;
516	Small World Rtl	totally.sound@btinternet.com;
518	smile slippers	poz0k6@sina.com;
519	smileth	natthaphakan@outlook.co.th;
521	Smiley Slippers	cezvm157oi89@163.com;
533	Stencils World	arsmh8938@gmail.com;
535	sucojrff	junruiymx@163.com;
537	SUNCCEY	mousaie@126.com;
542	SUNNYGO	missdaisy2016@126.com;
543	SUNNYSMILE	baocheng0802@163.com;
545	SUUMOOEW	twinkle3210@163.com;
546	Suzuki Sonoko	danglua945@gmail.com;
556	TAIYATE	tytlc@hotmail.com;
560	TARAKING	tt9687717@gmail.com;
563	Telafaer	584416225@qq.com;
564	tengzhouchanglinanzhuanggongchengyouxi angongsi	czp141242@outlook.com;
572	TIDARAT CRAFT	noi.tidarat.poo@gmail.com;
575	tongbin123	zhangtongbin789@outlook.com;
576	tongshanxianyirongbaihuodian	wpswd552s@outlook.com;
581	Toword	lguofu007@163.com;
582	TPSFashion	thuhient886@gmail.com;
583	Trestc-US	huqingying3890@outlook.com;
585	TseanYi	qingyi_usa@163.com;
586	TSFJDBXZ	13214202121@163.com;
588	TTOCH Trading Co., Ltd.	oukera@163.com;
597	UmaSilkRoad	umidahonsab@gmail.com;
599	Urban Eureka	panggyoyo@gmail.com;
600	US MOBEITI	liuhongoz888@163.com;

602	VANN HAO SHOP	haolaru1@gmail.com;
611	WangJingShi QiuKai	alxh9320@163.com;
619	wbao4122	wbao412002@gmail.com;
621	weifangshuoxinwangluoyouxiangongsi.	suyanzhong988943@163.com;
624	Wenjiajia	wenjiajia2022@126.com;
632	World's Life Store	wzc1670778106@163.com;
636	WUJINQIU	wujinqiu6021@163.com;
638	WXHouse	wx505082522@outlook.com;
640	X peng	2535296705@qq.com;
641	XIANG YAO HUA	xiangyaohua23@outlook.com;
644	XICHIGO	18930192045@163.com;
645	Xijiahao	xijiahao7788@outlook.com;
649	xinxiang0531	xinxiang0531@163.com;
650	xinxinxiangrongdianzishangwuzhongxin	guo13604256557@163.com;
658	xujinxian2	hfuisyopa@163.com;
660	XYDaXin Store	gxf888ymx@gmail.com;
662	yangdp	m13295932053@126.com;
663	yangtuo95	569263429@qq.com;
664	yangyangdfjskldf	bikehe491067@163.com;
667	YB shop store	a15937898977@outlook.com;
679	YiTingLife	979776701@qq.com;
686	YJWMXY	mxydxduk@163.com;
694	YOULONG-BC	xfwn40@163.com;
701	Yu wen	zym@ywhwy.com;
702	YUANHUACA	yuanhua202106@163.com;
705	Yumoo Jewelry	1535153738@qq.com;
706	yunbidianzishangwu	yunbidianzishangwu@163.com;
721	zcwl	zhangyanhongzxc888@163.com;
722	Zelaco	kami18039830095@163.com;
726	ZENITHALS	anuo761650@yeah.net;
734	ZhiJiangShiDuiXunShangMaoYouXianGong Si	vwrvssldale47@163.com;
736	zhouqiaddfng	mangz12184@163.com;
740	ZVKHMK	larry986@yeah.net;
742	Defendant Number 742	raelynywr0wensel@outlook.com;
743	Defendant Number 743	a1032583341@163.com;
744	Defendant Number 744	lanjinmx@163.com;

745	Defendant Number 745	d17150319417@163.com;
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